

SECTION 12.20 SENIORITY

Last Update: 7/14

A contract-covered employee's seniority date is defined by the applicable collective bargaining agreement.

AFSCME

The AFSCME agreement provides for the calculation of an employee's bargaining unit seniority, as follows:

- Employees covered by SPOC or UE/IUP have no seniority upon entrance or return to an AFSCME-covered position.
- Current non-contract employees who were in their non-contract covered class on July 1, 2003, will continue to accrue AFSCME seniority based on the original date of hire with the state. Any length of service in a temporary position is included in computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.
- For all other employees, any length of service in a temporary position shall be included in the computation of seniority if the employment was in any classification covered by the AFSCME contract as, and contiguous to, the appointment to a permanent position.
- [11IAC60.3\(5\)a](#) prohibits supervisory employees, with the exception of supervisors at the Department of Public Safety, from bumping.
- If a bargaining-eligible employee was not in an AFSCME-eligible class on July 1, 2003, seniority will be calculated beginning on the date the employee entered the AFSCME-covered class.
- Employees in AFSCME-covered classes on July 1, 2003, who later move to a non-contract, non-supervisory job class, will have their original seniority date frozen as of the date they moved to the non-contract class.
- Employees hired after July 1, 2003, in non-contract job classes will not accrue AFSCME seniority.
- If two or more employees have the same seniority date, the employee with the greatest seniority is determined by the employee who has the lowest last four (4) digits of their social security number.
- Continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement.
- Any period of absence for more than two years represents a break in continuous service.

UE/IUP Social Services

Employees entering the bargaining unit subsequent to July 1, 1987, from positions exempted by statute from collective bargaining shall include only time spent in positions not exempted by statute from collective bargaining in computing their seniority.

[11IAC60.3\(5\)a](#) prohibits supervisory employees, with the exception of supervisors at the Department of Public Safety, from bumping.

The following is the method of computing seniority dates for UE/IUP-Social Services-covered employees and employees in collective bargaining exempt positions who previously held UE/IUP-covered classes:

- If the employee was in the bargaining unit on July 1, 1987, then the seniority date will not be adjusted for time spent in a collective bargaining exempt position.

- If the employee was not in the bargaining unit on July 1, 1987, but has since reentered the bargaining unit, any time spent in a collective bargaining exempt position will not count for seniority date purposes.
- Any time spent in a collective bargaining exempt position after July 1, 1987, will not count for seniority date purposes.
- Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as, and contiguous to, the appointment to a permanent position.
- Continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement.
- Any period of absence for more than two years represents a break in continuous service.

UE/IUP Science Unit

Seniority for the Science Unit is an employee's length of continuous service with the employer in a permanent position since the date of hire. Service in a temporary position is included in seniority if the temporary employment was in the same classification as and contiguous to the appointment to a permanent position.

[11IAC60.3\(5\)a](#) prohibits supervisory employees, with the exception of supervisors at the Department of Public Safety, from bumping.

SPOC

Seniority for employees covered by the SPOC agreement is the employee's length of service with the employer in a peace officer classification in the department conducting the layoff.

- Seniority will be changed only when the employee is separated from state service by discharge, resignation, or layoff.
- If an employee is laid off and recalled within eighteen (18) months, the employee will retain his or her original date of employment for the computation of seniority adjusted for the time the employee was off.
- If two or more employees have the same seniority date, the employee with the greatest seniority is determined by the employee who has the lowest last four (4) digits of their social security number.

[11IAC60.3\(5\)a](#) prohibits supervisory employees, with the exception of supervisors at the Department of Public Safety, from bumping.

Seniority Application

Seniority as defined in the agreements should only be applied when required by the agreements. For example, seniority is used to determine transfer rights, scheduling vacation within a work unit if the employee is requesting vacation sixty (60) calendar days in advance, approval for educational leave without pay, layoff, tuition reimbursement for the Fiscal and Staff unit, training to carry out assigned duties, and overtime assignment.

Part-Time Employment

A part-time employee's seniority date will not be prorated due to the employee's part-time status.

Breaks in Service

An employee's continuous service for purposes of seniority is broken by resignation, discharge, or retirement. If an employee returns to state service after such a break, a new seniority date will be established. If an employee leaves work for any other reason, such as a layoff, long term disability, or an approved leave of absence without pay, seniority will not be broken unless the absence exceeds two years or the employee's previous length of service whichever is less. [The SPOC agreement only provides for retention of seniority if an employee is laid off and recalled within eighteen (18) months. In this instance, the original seniority date will be adjusted for the time the employee was laid off.]

Retroactivity

The AFSCME and UE/IUP agreements prohibit retroactive application of the guidelines for setting seniority dates. Employees will retain seniority dates which were established prior to the effective date of the current agreements.

Appeals

AFSCME- or UE/IUP-covered employees may appeal their seniority dates within ninety (90) calendar days after the date of posting. An appeal may be in the form of an official grievance.

If the seniority date is incorrect as posted, it will be corrected as promptly as possible. The time needed for correction will vary depending on whether the error is merely typographical or requires a records search by the agency or the Department of Administrative Services – Human Resources Enterprise.

Adjusted Employment Date

The *adjusted employment date* should not be confused with the *contractual seniority date*. The adjusted employment date's sole purpose is to determine an employee's annual leave accrual rate. An employee's adjusted employment date may or may not be the same as his or her seniority date. One reason for the difference is the way in which temporary service is credited. Only temporary appointments in the same class as and contiguous to a permanent appointment will count toward the employment date.